OFFICE OF THE DISTRICT FOREST OFFICER, SHIMOGA.

Notification dated 18th June 1930.

It is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests up to 30th June 1931, in the undermentioned taluks will be resold talukwar hobliwar, firkawar or in smaller units as the case may be, by public auction at the District Forest Office, Shimoga, on 15th July 1930, by the Deputy Commissioner, Shimoga District, with the help of the District Forest Officer or the Sub-Division Forest Officer of the same District as the lessees have failed to act up to the terms of sale.

Taluk Comprised.

1. Honnali. | 2. Kumsi Sub-Taluk.

Remarks.—Includes produce on all Government unoccupied lands, Amrit Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. The auction will commence at 12 noon, and if it is not concluded on the same day will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any, *on the full lease amount* at the rates prevailing in the district. In default, the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale the successful bidder shall execute an agreement, at one for each unit, with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for each unit, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid, forfeited to Government, and the right resold at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom, which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

Note.—(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of the sale amount shall be paid in two equal instalments at intervals of two months, as follows:—

First instalment on or before 1st August 1930.
Second instalment on or before 1st October 1930.

In default to pay the instalments on due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation or any other law for the time being in force. Interest at 9 per cent per annum, will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account. Further conditions to be entered in the agreement are:—

(a) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(b) The lessee shall furnish a list of sub-contractors, agent or ministries and servants who may be appointed by him for the collection of the bark.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(d) The barked wood shall be the property of the lessee.

(e) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(f) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(g) The lessee shall render every month to the District Forest Officer in the prescribed form, an account of the number of cart-loads of tangli and bakke barke collected and carted during the month.

(h) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(i) Forest Forms approved in Government Order No. G. 6119-F. - Ft. 178-28-2, dated 20th November 1928, shall be used.

(ii) Unused license and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(i) The lessee or sub-lessee, his agents or ministries and servants shall be held responsible for any fires caused by accident or either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(j) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of this lease.

(k) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(l) No collection of the bark will be permitted from the State Forests during the fire season, *i.e.*, from the 15th February to the end of April of each year.

(m) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(n) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being, entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

C. A. JABBAR,
District Forest Officer.

BANGALORE DISTRICT.

SALE OF TIMBER.

Notification dated 20th June 1930.

The undermentioned quantities of sawn timber will be sold by public auction at the Government Timber Depot, Bangalore (behind Usmania Theatre), by the District Forest Officer, Bangalore District, on the date noted hereunder:—

Particulars of Timber		Date of sale	Place of sale	Remarks
Kind	Quantity			
Hunal	...	19th July 1930	Government Timber Depot, behind Usmania Theatre.	More or less
Matti	...			
Nandi	...			
Junglewood reepers	...			
Creosoted timber	...			

Hours of sale: 4 P.M. to 6 P.M.

N.B.—Rafters and reepers vary in lengths and girths from 8 to 12 feet and 4" and 2" to 6" x 3" respectively.

If the sale is not concluded on the date of sale it will be held on the following day at the same time.

B. N. IYENGAR,
District Forest Officer.

MYSORE DISTRICT.

Resale Notification dated 20th June 1930.

It is hereby notified for general information that the exclusive right of collecting Tangadi and Kakke barks on all Government unoccupied lands and State Forests from the date of confirmation of sale to 30th June 1931, in the undermentioned taluk, will be resold by public auction by the Deputy Commissioner, Mysore District, assisted by the District Forest Officer, Mysore District, at the risk of the original purchaser, as he has failed to pay up the balance of second khist of the Tangadi lease for 1929-31 due on the 1st March 1930:—

Taluk	Date of sale	Place
(1) Malvalli	17th July 1930, at 2 P.M.	District Forest Officer, Mysore

For further particulars, please see pages 358 to 360, Part VI of the *Mysore Gazette*, dated the 20th May 1929.

Abstract Notification dated 14th June 1930.

The attention of the public is invited to the detailed notification dated 14th June 1930 calling for tenders for the supply of fuel to the Sandalwood Oil Factory during 1930-31, published on pages 685 and 686, of Part VI of the *Mysore Gazette*, dated 19th June 1930.

H. S. NARAYANA RAO,
District Forest Officer.